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**AGREEMENT**

**Between**

**Fayetteville-Manlius School District**

**And**

**Fayetteville-Manlius Administrators' Association**

**July 1, 2012 through June 30, 2018**

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## AGREEMENT

Between the District and the Association to govern the conditions of employment and the administration of grievances arising thereunder.

## PREAMBLE

The Association declares its common interest with the District in the desire to achieve the finest possible education for the children of Fayetteville-Manlius consistent with the aspirations of the community. It is the Association's purpose to accomplish this desire through the continuation of the cooperative relationship with the Board of Education and the Superintendent of Schools.

## ARTICLE I Recognition

The District recognizes the Association for purposes of collective negotiations pursuant to the Public Employee's Fair Employment Act and agrees to negotiate with said Association as the exclusive representative of all Principals, Associate Principals, Assistant Principals and Directors, with respect to salaries, wages, hours and other terms and conditions of employment, and in the administration of grievances arising thereunder. The Association shall be entitled to unchallenged representation status for the term of this Agreement.

## ARTICLE II Definitions

- 2.1 District – Fayetteville-Manlius School District
- 2.2 Association - Fayetteville-Manlius Administrators' Association
- 2.3 Immediate Supervisor - The Superintendent or a designee to whom the Administrator regularly reports
- 2.4 Board - Board of Education
- 2.5 Administrators – Principals, Associate Principals, Assistant Principals; Director of Physical Education and Athletics, and Director of Counseling Services
- 2.6 Teacher - Employees represented by the Fayetteville-Manlius Teachers Association under its Collective Bargaining Agreement
- 2.7 School Year - The period from July 1<sup>st</sup> - June 30<sup>th</sup>
- 2.8 Academic Year - The period from September 1<sup>st</sup> - June 30<sup>th</sup>
- 2.9 Board Representative - A duly elected member of the Board of Education or a representative designated by said Board.

**ARTICLE III**  
**Negotiating Schedule**

- 3.1 Negotiations for a new Agreement shall begin not earlier than November 30<sup>th</sup> of the year preceding termination of then current Agreement and no later than February 1<sup>st</sup> of the year of termination.
- 3.2 The District and the Association will use their best efforts to present proposals for inclusion in the proposed new Agreement not later than the second negotiating session.
- 3.3 The parties shall cooperate in exchanging information pertinent to the negotiations.
- 3.4 Individual grievances shall not be brought up during negotiation sessions.

**ARTICLE IV**  
**Management Rights**

Subject to the provisions of this Agreement, the District and the Board reserve and retain full right, authority and discretion in the discharge of their respective duties and responsibilities, to operate, control, supervise and manage the District Schools and its professional staff, and otherwise retain all rights, authority and discretion which are exclusively vested in the Board and the Administration under governing law, ordinances, rules and regulations as set forth by the Constitution and Laws of the State of New York and the Rules and Regulations of the Commissioner of Education.

**ARTICLE V**  
**Association Rights**

Recognizing Administrators to be key professional personnel and to provide for the most effective and best use of their abilities the District will:

- 5.1 Prior to formal submission to or adoption by the Board, involve the Association in development and review of policies, reports and recommendations directly affecting duties of Administrators or the operation of District School Buildings. This involvement should include opportunity for the Association to examine and make constructive suggestions for the Board's consideration on new policies proposed for adoption by the Board where such new policies directly affect performance of the Administrator's duties. It is specifically understood as to these policies that the Association desires to be informed and have the opportunity to make suggestions before adoption, and that the right to approve or disapprove for adoption of any new policy rests solely with the discretion of the Board.

- 5.2 Involve Administrators in Teacher contract negotiations through participation in regular negotiating sessions which do not involve compensation or fringe benefits, nor subjects which are being negotiated between the District and the Association. The District agrees to use its best efforts to see that the duty of Administrator participation in these negotiations shall be shared among Administrators so that no one administrator retains this duty on a permanent basis, although there will not necessarily be a change each year. Selection of the participating Administrator shall be made by the Superintendent.
- 5.3 Involve Administrators in other-than-Teacher negotiations through participation in regular negotiating sessions where the subject matter of negotiations relates directly to the Administrators' functions, and which do not involve compensation or fringe benefits nor subjects which are being negotiated between the District and this Association. Selection of the participating Administrator shall be made by the Superintendent.

Since the intent of Paragraphs 5.1, 5.2, and 5.3 is addressed currently during regular K-12 administrative meetings, the Association accepts responsibility for notifying the District should it consider these Articles implemented inappropriately.

## ARTICLE VI Grievance Procedure

### 6.1 Statement of Purpose

The Association assumes the responsibility for maintaining the highest professional standards. The Board recognizes that in the interest of effective personnel relations, a grievance procedure is prompt, impartial and fair. Its purpose is to provide an orderly method of settlement of a dispute between parties over the interpretation, application, or claimed violation of any of the provisions of this Agreement or Administrative policy as set forth in Rules and Regulations of the Board. Such procedures shall be available to all members of the Administration and no reprisal of any kind shall be taken against any Administrator initiating or participating in the Grievance Procedure.

### 6.2 Provisions

- 6.2.1 A Grievant shall be an Administrator having a Grievance under this Agreement.
- 6.2.2 The Association shall have the right to join an Administrator in the initiation of a Grievance arising out of the District's breach of this agreement.
- 6.2.3 There shall be two phases of the Grievance Procedure designated below as Informal Phase and Formal Phase.
- 6.2.4 For purposes of this Article, the expression of time in days shall mean Administrator working days and the limits shall be strictly construed.

- 6.2.5 In the event a grievance is filed on or after May 15<sup>th</sup>, the parties shall use their best efforts to complete processing thereof prior to the end of the School Year.
- 6.2.6 If the Administrative Staff or any designated representative of the Board fails, at any level, to hold a conference or give an answer within the time limit specified, the grievant, at the grievant's election, may advance to the next level of a Procedure.
- 6.2.7 Nothing in the Procedure shall prevent the grievant on the grievant's own volition from withdrawing a grievance at any level of the Procedure.
- 6.2.8 The Superintendent shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits and communications exclusive of the Informal Phase of the Procedure, which Record shall be available at the Association's request.
- 6.2.9 The Official Grievance Record shall be filed separately from the personnel file of the grievant.

### 6.3 Procedural Steps

#### 6.3.1 Informal Phase

Within ten days of the alleged grievance, the grievant shall discuss the grievance with the Immediate Supervisor, specifying that the discussion constitutes a grievance under this Article. If the grievant desires, an Association representative may be present.

#### 6.3.2 Formal Phase

Any grievance which is taken to the Formal Phase hereunder must be in writing signed by the grievant, shall state the date and nature of the incident giving rise to the grievance and the reason why such incident constitutes a breach of the Agreement, together with the desired remedy. Where more than one grievance arises from any one incident, each grievant shall sign one grievance only so that all may be processed together.

##### a. Level 1

If the grievance is not settled at the Informal Phase, the grievant may, within ten days after completion of the Informal Phase, file a formal written grievance with the Superintendent. Thereafter:

- i. The Superintendent or a representative shall discuss the matter with the grievant within three days of receipt of the written grievance;



- ii. The Superintendent or a representative shall give a written response to the grievant with a copy to the Association within five days after the close of the discussion.

b. Level 2

If the grievance is not settled at Level 1, the grievant may further appeal by:

- i. Giving written notice thereof to the Board President within ten days after receipt of the written response at Level 1;
- ii. Within ten days of receipt of said notice, the Board President, with the Superintendent, shall discuss the same with the grievant, and with the Association's representative if the grievant so requests;
- iii. The Board Representative shall give written response to the grievance within ten days after the close of the discussion.

c. Level 3

If the grievance is not settled at Level 2, the grievant may further appeal by:

- i. Giving written notice thereof to the Board within ten days after receipt of the written answer of the Board Representative;
- ii. The parties shall meet within ten days to begin the selection of an impartial Arbitrator. If unable to agree on such selection within fifteen days, selection of the Arbitrator shall be accomplished under the Rules of the American Arbitration Association;
- iii. The parties shall submit the grievance, along with the complete Official Grievance Record, to the Arbitrator for action.

6.4 Provisions for Arbitrator

- 6.4.1 The arbitration proceedings shall be conducted under the rules of the American Arbitration Association.
- 6.4.2 The Arbitrator shall have no power or authority to add to, subtract from, modify, change, or alter any provision of the Agreement.
- 6.4.3 The decision of the Arbitrator shall be final and binding on both parties.
- 6.4.4 Fees and expenses of the Arbitrator shall be borne equally by the parties.

**ARTICLE VII**  
**Sick Leave**

**7.1 Accrued Sick Leave**

7.1.1 An Administrator shall be allowed two days per month times the number of months employed, to be credited on an annual basis. Unused Sick Leave days for personal illness shall be credited to the account of the Administrator at the beginning of each succeeding School Year.

7.1.2 Sick Leave for personal illness may be cumulative up to a maximum of 240 sick days for twelve- month employees.

**7.2 Written Statement of Accrued Sick Leave**

By July 15<sup>th</sup> the Superintendent or a designee shall supply each Administrator with a written statement specifying the number of days of sick leave used during the previous School Year and the total number of accumulated days of sick leave.

7.3 The Superintendent may request a physician's certificate from an Administrator who has been absent for more than five consecutive days.

**7.4 Sick Leave for Prior Experience**

An Administrator who is newly employed by the District but who, immediately prior to entering into employment with the District, was employed as an Administrator or Teacher in another Public School District in the United States for a continuous period of one year or more, shall be entitled to receive sick leave credit in this District as follows:

7.4.1 For each year up to a total of three years employment by such other School District, the Administrator shall be entitled to a maximum of ten days of such credit.

7.4.2 If less than ten days of unused sick leave are available from any such year of prior employment, the Administrator shall be entitled to the unused number of days only for such year. For example, if an Administrator had two years prior employment with another District and had seven unused days in the first year of such employment and fifteen unused days in the second year, the Administrator would be entitled to a total of seventeen days credit in this District.

7.4.3 Maximum amount of credit entitlement shall be thirty days. To receive such prior unused sick leave credit, an Administrator must apply in writing to this District within one month of commencement of employment.

**ARTICLE VIII**  
**Other Leaves**

**8.1     Sickness and Death in the Immediate Family**

8.1.1   An Administrator shall be granted up to a total of five days of leave in any one school year without reduction in pay for serious illness or death in the immediate family. If an administrator has exhausted his/her serious family illness days for a particular school year, he or she may use up to twenty (24) personal sick days of that year's allotment in instances of family illness.

8.1.2   Immediate family for purposes of this leave shall be deemed to consist of:

Husband	Guardian	Daughter	Partner
Wife	Sister	Father-in-law	
Mother	Brother	Mother-in-law	
Father	Son	"Almost Family"	

"Almost Family" shall be a person who has had a long exceedingly close, family-type relationship with the Administrator.

"Almost Family" shall be a member of the household residing with the administrator and/or his immediate family.

**8.2     Leaves of Absence Without Pay**

8.2.1   The Board, at its discretion, may grant leaves of absence without pay for periods generally not to exceed one year. The application for such a leave, accompanied by reasons for the request, shall be made to the Board through the Superintendent.

8.2.2   An Administrator granted a leave of absence shall continue to receive the same Health Insurance Benefits provided that the full cost of such benefits shall be paid by the Administrator.

**8.3     Jury Duty and Appearance as a Witness**

8.3.1   An Administrator shall suffer no reduction from regular pay while serving as a juror.

8.3.2   Where an Administrator is required by subpoena to appear as a witness in a legal or administrative proceeding, the Administrator may apply, and the Superintendent at the Superintendent's discretion may grant the Administrator the same leave privilege to which the Administrator would be entitled while serving as a juror.

**8.4     Parental Leave**

8.4.1   A leave of absence without pay may be granted to an Administrator by the Board of Education with the recommendation of the Superintendent of Schools for the purpose of child-bearing or child-rearing for a period not to exceed two years.

8.4.2 An Administrator shall give reasonable notice to the District, in writing, that such leave is requested.

- a. For adoption, thirty days shall be considered reasonable notice of intent, the effective date to be determined by mutual agreement of the Administrator and the Superintendent or a designee.
- b. Four months shall be considered reasonable notice in the event of pregnancy.
- c. The effective date for an Administrator's leave under conditions of pregnancy shall be determined by mutual agreement of the Administrator and her physician, subject to verification by a physician designated by the District.

8.4.3 In the event this leave should need to be altered, the date of return will be mutually agreed upon between the Superintendent or a designee and the Administrator.

#### 8.5 Personal Leave

8.5.1 An Administrator shall be entitled, during each school year, to not more than five days of personal leave with pay for a valid purpose. Reasonable notice of intent to use this entitlement shall be given to the Administrator's Immediate Supervisor. It shall be the responsibility of the Administrator to see that the Immediate Supervisor is supplied with the necessary information as to how the Administrator can be contacted while on such a leave.

8.5.2 Personal leave shall not be cumulative from year to year.

#### 8.6 Leaves at Superintendent's Discretion

The Superintendent, at the Superintendent's discretion, is authorized to grant additional leave under unusual circumstances which in the Superintendent's judgment justify such an exception. This discretion applies to personal sickness, serious illness or death in the immediate family and personal leave days.

### ARTICLE IX Vacations

9.1 Administrators shall be entitled to five weeks vacation each year, from July 1<sup>st</sup> to June 30<sup>th</sup>. The vacation for any administrator who begins work after July 1<sup>st</sup> shall be prorated for the remainder of the first year.

## **9.2 Vacation Schedule**

**9.2.1** On or before March 31<sup>st</sup> of each year the Superintendent, after consultation with the Association, may designate two weeks between July 1<sup>st</sup> and August 31<sup>st</sup> when all administrators will be available for work. Vacations may not be taken during these weeks.

**9.2.2** Administrators shall be entitled to accrue four weeks per year. Accrued and current year's vacation shall at no time exceed nine weeks.

**9.2.3** The following vacation situations require the approval of the Superintendent:

- a. Any vacation exceeding three consecutive weeks (fifteen working days)
- b. Vacations taken during the week immediately preceding the opening of school
- c. Vacation days taken when students are in attendance

**9.3** The District shall supply each Administrator with a notice of vacation entitlement at the beginning of each school year. By July 15<sup>th</sup> the Superintendent or a designee shall supply each Administrator with a written statement specifying the number of vacation days used during the previous School Year, and the total number of accumulated days of vacation leave.

## **9.4 Vacation Buy-Back**

**9.4.1** Upon termination of employment for any reason, an administrator shall be entitled to receive payment for accrued and unused vacation days. Such payment shall not be construed as terminal leave pay. The rate for reimbursement for unused vacation days is twelve-month salary divided by 240 multiplied by the number of vacation days.

**9.4.2** If an administrator provides notice prior to November 1<sup>st</sup> of the year in which the administrator's employment is terminated, the administrator will be entitled to request and receive payment for up to half of his/her accrued and unused vacation days to be paid prior to December of that year. The remaining vacation balance will be paid in the last paycheck.

**9.4.3** The District will buy back up to ten (10) vacation days, per school year, at the Administrator's request. Administrators shall notify the Superintendent in writing of their intent to sell vacation days prior to June 1<sup>st</sup> of each fiscal year. Such days shall be compensated at the Administrator's per diem rate.

**ARTICLE X**  
**Paid Holidays**

- 10.1 The following days will constitute paid holidays during the term of this Agreement:

Independence Day	Martin Luther King Day	Labor Day
New Year's Day	Columbus Day	President's Day
Veterans Day	Memorial Day	Thanksgiving Day

When one of these holidays or Christmas falls on a weekend, the Superintendent will designate either the preceding Friday or the succeeding Monday as the paid holiday. When a holiday or Christmas falls on Tuesday, the preceding Monday also becomes a paid holiday. When a holiday or Christmas falls on a Thursday, the succeeding Friday also becomes a paid holiday. The above rules do not apply when an aforementioned additional holiday is a workday for teachers.

In addition, Good Friday, the first day of Rosh Hashanah, Yom Kippur, and Christmas are designated as religious holidays. Each administrator may select any two of these as paid holidays. The remaining two, and all other religious days, will be work days.

If emergencies caused by transportation or utilities breakdown, heating problems or excessive snow days require that the District schools are open on a holiday or holidays in order to meet the state minimum requirement of 180 days of pupil attendance, the District, depending on when the emergency occurs, may open the schools for pupil attendance on President's Day or Good Friday, in which event said holidays shall be added to the number of vacation days.

- 10.2 It is the specific intention of the Agreement and understood by the parties that except for the aforementioned holidays and vacations, Administrators are expected to be on the job throughout the School Year without regard to whether the schools are open for pupil attendance, the various pupil holidays and vacation periods during the School Year not constituting holidays or vacations hereunder except as specifically set forth above.
- 10.3 Performance of Administrator duties in the District traditionally have not been confined to the so-called normal Teacher School Day, having what has been referred to as a "twenty-four hour" aspect on many occasions, so that there is no clearly defined working day or "office hours." It is the intention of the parties that performance of an Administrator's responsibilities continue on this basis consistent with the high level of responsibility of the Administrator's position, without the necessity of setting forth herein hours, times, etc.

**ARTICLE XI**  
**Duties and Responsibilities of Administrators**

- 11.1 The Board recognizes each Principal as the chief educational leader in the Principal's school with primary authority and responsibility for matters pertaining to the organization and administration of the building and program, for matters pertaining to all phases of the instruction program, the direction of personnel, and school management, all in harmony with the standards and goals for the schools and the District as directed by and in cooperation with the Superintendent. The Principal, together with the District staff and the Board shall be responsible for selection and employment of Teachers.
- 11.2 The District and the Association have a mutual desire to enact an opportunity for FMAA members to become topic leaders. Topic leaders will assist the district in moving important aspects of our district action plan forward.

The Superintendent will provide the Association with a list of topics where topic leadership will be needed for the upcoming school year. In any given year, the Superintendent will have full discretion as to the number of topic leader stipends that will be offered. The number of stipends available and the individuals given the opportunity to fill the topic leader positions will be based on the specific topics in need of leadership for that school year. There is, however, no limit to the number of topic leadership stipends/positions that the Superintendent may offer in any given school year.

Additionally, the Superintendent may determine that it is not in a particular administrator's best interest to take on the additional responsibilities of a topic leader. Some examples why this might be the case include (but are not limited to) he/she may be new to his/her position, has recently changed positions, or is having difficulty in his/her position that requires greater focus on the administrative duties contained in the current administrative position held.

The expectations for a topic leader are as follows:

- Review current research, attend relevant professional development opportunities to be able to provide turn-key training and support/coordination to the District
- Attend regularly scheduled progress update meetings with the Superintendent (or designee) to ensure that topics are continuing to move forward
- Train building administrators to understand what the specific topic should look like at their building and assist them in planning and participating in building activities related to the topic
- Become a member, if asked by the Assistant Superintendent for Instruction, of the Professional Development team and assist in the planning of professional development day activities related to the topic
- Work with department leaders, instructional supervisors and subject coordinators so that they can conduct professional development and on-going discussions with their department on action plan topics

## ARTICLE XI

Since the expectation is that a substantial amount of this work will be completed outside of the traditional school day, a stipend for this work will be offered. If a topic has one topic leader, there will be a stipend of \$5,000. If a topic has two or more leaders, each individual will receive a \$3,000 stipend. Payment of the stipend will be mutually determined by the FMAA President and the Superintendent.

## ARTICLE XII

### Work Year

- 12.1 All Administrators shall be employed on a twelve-month basis.

## ARTICLE XIII

### Assignment, Transfer and Promotion

#### 13.1 Position Elimination

The Association recognizes that the Board has sole discretion for both establishment of additional Administrator positions and elimination of the same. When a position is to be eliminated, notice shall be given in accordance with the following:

- 13.1.1 The District shall attempt to give such notice on or before May 1<sup>st</sup>; or

- 13.1.2 If notice is given after June 1<sup>st</sup>, shall give not less than sixty days notice, or in lieu of such notice shall continue salary payment for that portion of the sixty days remaining after termination of employment.

#### 13.2 Transfer, Reassignment or Substantial Change in Duties

- 13.2.1 Any decision to transfer, reassign or substantially change the duties of an Administrator is a function and the responsibility of the Superintendent.

- 13.2.2 The District shall notify the Administrator being transferred or reassigned not less than thirty days in advance of implementation.

- 13.2.3 The District shall notify the Association prior to implementation of any substantial change proposed in the duties of any existing administrative position. The Association shall have the opportunity to discuss the proposed change with the Superintendent prior to implementation.



- 13.3 In the event of an administrative staff vacancy in the District, current Administrators will be interviewed and will be given equal consideration for such vacancy, the final decision to be at the District's discretion.

ARTICLE XIV  
Study for Professional Improvement

- 14.1 An Administrator who desires to take a credit-hour course offered by colleges for the express purpose of improving professional value to the District as an Administrator shall make written application to the Superintendent for approval prior to enrolling in any such course.

Approval for such a course shall be at the discretion of the Superintendent and approval or disapproval shall be given to the applicant in writing on a copy of the application.

- 14.2 Upon successful completion of such a credit-hour course, the Administrator shall be reimbursed by the District of the actual cost to the Administrator of tuition (in an amount not greater than the then current Syracuse University charges), student activity fees and lab fees, if any. Tuition vouchers issued to an Administrator shall be used to reduce the cost of tuition.
- 14.3 To receive reimbursement, the Administrator shall submit to the District a written expense report with proper receipts attached.
- 14.4 The reimbursement provided for in this Article does not apply to any courses taken by an Administrator while on Sabbatical Leave.

ARTICLE XV  
Personnel File

- 15.1 There shall be a personnel file for each Administrator which shall be kept in the Superintendent's office. Each Administrator shall have the right to review the contents of this file with the Superintendent or a designee. Personnel files shall be kept reasonably up-to-date by the Superintendent and the Administrator.
- 15.2 Each Administrator shall be notified in writing of any entry made by the District in the Administrator's personnel file, which notification shall include a copy of the entry. When such an entry is reported to an Administrator, the Administrator may make written exceptions to it, which exceptions shall become part of the file.
- 15.3 Only those matters affecting the professional performance of an Administrator's duties and responsibilities shall become a part of the personnel file.

## ARTICLE XVI Conferences and Meetings

- 16.1 Administrators shall be encouraged, and subject to approval of the Superintendent or a designee, shall be granted time to attend meetings and conferences of their professional organizations at the local District, State and National level for the purpose of gaining knowledge and insight to assist them in becoming more effective as Administrators.
- 16.2 District funds shall be allocated for this purpose dependent on the then current budget situation.

## ARTICLE XVII Evaluation

- 17.1 A mutually agreed upon Memorandum of Understanding regarding administrator evaluation under Education Law 3012-c will be continually developed cooperatively between the District and Association.

## ARTICLE XVIII Compensation

### 18.1 Salaries

18.1.1 The salary for any Administrator new to the District or any administrator changing position will be determined by the Superintendent.

18.1.2 Administrators continuing in the same position will have the following percentage increases applied to their base salaries.

2012-13	=	1.5%
2013-14	=	2.0%
2014-15	=	2.25%
2015-16	=	3.75%
2016-17	=	3.75%
2017-18	=	3.0%

In the event the current Superintendent leaves his/her position on or after April 1, 2017, he/she shall establish the succeeding year's salary for administrators. In the event she leaves before April 1, 2017, the salaries for Administrators shall be renegotiated with the Board of Education.

- 18.1.3 In addition to salary as specified in paragraphs 18.1.1 and 18.1.2 above, an Administrator with a doctorate will receive an additional annual stipend of \$1,200.

## 18.2 Longevity for Service in Position

Administrators shall be paid a yearly non-elective employer contribution to the employee's 403(b) account (not included in base salary) based on their length of continuous years of service in a particular administrative position at Fayetteville-Manlius as follows:

5 years of consecutive service in the same particular position:	\$500/yr
10 years of consecutive service in the same particular position:	\$1,000/yr
15 years of consecutive service in the same particular position:	\$1,500/yr
20 years of consecutive service in the same particular position:	\$2,000/yr

The stipend will be paid as a non-elective employer contribution to the employee's 403(b) account. The above stipends are non-cumulative (i.e., an individual who has completed ten years of service in the same administrative position would receive a \$1,000 stipend but would no longer receive the \$500/stipend that was received for years five through nine.)

## 18.2 Payday Schedule

Administrators shall be paid on a bi-weekly basis.

## 18.3 Reimbursement for Cell Phone Usage

It is mutually understood that communication between administrators is necessary beyond the typical school day. In order to maintain dependable communication outside the school day, the District agrees to compensate those administrators who can verify that they have a Verizon wireless cell phone at a rate of \$30/month. This reimbursement will be paid quarterly. Each administrator who wishes to be reimbursed in this manner must provide a Verizon bill annually. This must be submitted prior to July 1<sup>st</sup> of each year. When a new administrator is hired, she/he may submit a bill within four weeks of their hire date.

Because email communication is widely used as a tool between the stakeholders of the district, the ability to send and receive email communication when not by a computer is also a vital tool for administrators. If administrators can demonstrate that they subscribe to the Verizon data package which will allow them to retrieve email on their cell phones, an additional \$30/month reimbursement will be paid. The required proof and payment disbursement noted in the last paragraph would also apply to this reimbursement.

If an administrator does not use Verizon wireless, the past practice of submitting monthly bills for reimbursement of school district related calls will continue. The per minute rate will be determined by the business office.

## 18.4 Disability Insurance

It is agreed that the District will contribute the full amount of the premium for the existing disability insurance for the membership of the Fayetteville-Manlius Administrators' Association.

**18.5 403(b) Contributions**

- 18.4.1** The District shall make payroll deductions for 403(b) contributions in accordance with the applicable payroll deduction authorization for each Administrator.
- 18.4.2** The District will contribute \$1000 (one thousand dollars), by the conclusion of each year to a qualified tax sheltered annuity selected by the Administrator.

**ARTICLE XIX**  
**Insurance**

**19.1 Health and Dental**

The District shall provide a shared-cost hospitalization and medical insurance plan, as well as a dental insurance plan to all administrators. The contribution shall be a percentage of the premium; individual coverage five (5%) percent, dependent coverage twenty (20%) percent.

**19.2 Vision**

A vision care plan shall also be provided. The contribution shall be a percentage of premiums: individual coverage zero (0%) percent, dependent coverage ten (10%) percent.

**19.3 Prescription**

Administrators will have a 3-tier prescription plan in which Brand will be \$30, Preferred \$15, and Generic \$0.

**ARTICLE XX**  
**Retirement**

**20.1 Retirement Stipend**

**20.1.1 Eligibility and Amounts**

A retirement stipend shall be made available to Administrators. It shall be the product of the Administrator's current year salary and the number of years of F-M service (with a maximum of thirty years) and 0.015. Should an Administrator retire in the first year of eligibility (without pension reduction penalty), an additional \$25,000 stipend shall be paid. A minimum retirement stipend of \$15,000 will be paid. Retirement age calculation is made by school year (July 1<sup>st</sup> through June 30<sup>th</sup>). Any mid-year retirement by an Administrator nullifies this entire retirement stipend provision for that Administrator. Notification to retire must be made by the end of the first semester of the school year in which the

Administrator retires; or the Administrator loses eligibility for the retirement stipend.

#### **20.1.2 Retirement Notice Options**

1. If an Administrator files an irrevocable letter of resignation for the purpose of retirement prior to November 1<sup>st</sup> of his/her last year of employment, the District will pay his/her retirement stipend in two (2) payments. The District will make one payment no later than December 30<sup>th</sup> and one payment no later than June 30<sup>th</sup> of that school year into the Administrator's 403(b) account up to the maximum allowable contribution.
2. If an Administrator files an irrevocable letter of resignation for the purpose of retirement prior to November 1<sup>st</sup> of his/her second year before the effective date of retirement, the District will pay his/her retirement stipend over the last two years of his/her employment. The District will make one payment no later than June 30<sup>th</sup> in each of those two years into the Administrator's 403(b) account up to the maximum allowable contribution in each year.
3. If an Administrator files an irrevocable letter of resignation for the purpose of retirement prior to November 1<sup>st</sup> of his/her third year before the effective date of retirement, the District will pay his/her retirement stipend over the last three years of his/her employment. The District will make one payment no later than June 30<sup>th</sup> in each of those three years into the Administrator's 403(b) account up to the maximum allowable contribution in each year.

#### **20.2 Retirement 403(b) Contributions**

Any payment to an Administrator pursuant to the above retirement provisions will be paid as a non-elective employer 403(b) contribution deposited into a 403(b) account chosen by the Administrator. If the amount owed to an Administrator exceeds the amount allowable under law for contribution into a 403(b) account, then the District will contribute the maximum allowable each year until the balance is exhausted.

#### **20.3 Health and Dental Insurance**

An Administrator who retires from the District shall be entitled to maintain existing health, dental, and vision benefits. For individual coverage the retiree shall contribute on the same basis as an active Administrator. Dependent coverage may be maintained at full cost to the retiree. If the retired Administrator's coverage at the time of retirement included coverage for a spouse, said spouse shall have the option, in the event of the death of the insured Administrator prior to age 65, of maintaining his/her coverage to age 65, and shall pay the full cost thereof.

**ARTICLE XXI**  
**Miscellaneous**

**21.1 Membership in Professional Organizations**

The District shall provide a maximum of \$350 for an Administrator's membership in any of the following professional organizations:

American Alliance for Health, Physical Education, Recreation and Dance  
American School Counselors Association  
American Association of Secondary Administrators  
American Educational Research Association  
Association for Moral Education  
Association for Supervision and Curriculum Development  
Delta Kappa Gamma  
Learning Disabilities Association of Central New York  
National Association for College Admission Counseling  
National Association of Elementary School Principals  
National Association of Secondary School Principals  
National Association of Secondary School Principals-Division of Student Activities  
National Interscholastic Athletic Administrators Assoc.  
National Middle School Association  
New York State Association for College Admission Counseling  
New York State School Counselors Association  
New York State Association for Health, Physical Education, Recreation and Dance  
New York State Association for Women Administrators  
New York State Athletic Administrators Association  
New York State Middle School Association  
Phi Delta Kappa  
Syracuse University Principal's Center  
Women in Educational Leadership

The Administrator will select those organizations from the above list to which the Administrator wishes to belong.

**21.2 School Calendar**

The District shall confer with the Association in its preparation of the school calendar.

**21.3 Taylor Law Clause**

**Sec. 204-a Agreements between Public Employees and Employee Organizations.**

"It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval."

ARTICLE XXII  
Term of Agreement

This Agreement constitutes an extension of an agreement originally approved with effective dates of July 1, 2012 and continue in full force and effect through June 30, 2015.

This agreement extends, and will continue in full force and effect, through July 1, 2018.

ARTICLE XXIII  
Entire Agreement

This Agreement contains the entire agreement between the parties on the subject matter set forth herein and may be modified or amended only by written agreement of the District and the Association.

FAYETTEVILLE-MANLIUS SCHOOL DISTRICT

BY:

  
Dr. Craig Tice

DATE:

7/22/15

FAYETTEVILLE-MANLIUS ADMINISTRATORS' ASSOCIATION

BY:

  
Heidi Green

DATE:

7/22/15